



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

PUBLIC AFFAIRS

March 12, 2010

In reply refer to: DK-7

Dan Seligman
Attorney at Law
Columbia Research Corporation
P.O. Box 99249
Seattle, WA 98139

FOIA # BPA-2010-00892-F

Dear Mr. Seligman:

This is your final response to your request for information that you made to the Bonneville Power Administration (BPA), under the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

You had requested the following:

A copy of BPA's contract with Alcoa Power Marketing, No. 06PB-11797 (and all amendments) and all confirmation agreements signed pursuant to that contract, and;

A copy of BPA's contract with Hinson Power Co., No. 08PB-11937 (and all amendments) and all confirmation agreements signed pursuant to that contract.

Response:

BPA has provided you with all responsive documents in their entirety. There is no charge for your request.

I appreciate the opportunity to assist you with this matter. If you have any questions about this letter, please contact Laura M. Atterbury, FOIA/Privacy Act Specialist, at 503-230-7305.

Sincerely,

/s/ Christina J. Brannon

Christina J. Brannon
Freedom of Information Act/Privacy Act Officer

Enclosure(s): Responsive Documents

**AGREEMENT TO ENABLE
FUTURE PURCHASES, SALES AND EXCHANGES
OF POWER AND OTHER SERVICES
executed by the
BONNEVILLE POWER ADMINISTRATION
and
ALCOA POWER MARKETING, INC.**

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This AGREEMENT TO ENABLE FUTURE PURCHASES, SALES AND EXCHANGES OF POWER AND OTHER SERVICES (Agreement), is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and ALCOA POWER MARKETING, INC., (APMI), a corporation under the laws of the State of Delaware. BPA and APMI are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

The Parties wish to provide a contractual mechanism for future purchases, sales and exchanges of Power (firm and nonfirm) and other products and services which the Parties may agree from time to time to make available as specified below.

This Agreement is not a present purchase, sale or exchange of such Power, or other products and services, and does not constitute any advance agreement or obligation for any Party to make available or to purchase or exchange any amount of such Power or other products and services.

BPA is authorized pursuant to law to market electric power and energy generated at various Federal hydroelectric projects in the Pacific Northwest or acquired from other resources, to construct and operate transmission facilities, to provide transmission and other services, and to enter into agreements to carry out such authority.

The Parties agree as follows:

1. **TERM OF AGREEMENT**

This Agreement shall become effective at 2400 hours on the date of execution (Effective Date), and shall terminate three (3) years from the Effective Date, unless terminated earlier in accordance with the termination provisions specified in section 7. All obligations and liabilities accrued hereunder are preserved until satisfied. Execution of this Agreement shall terminate any prior agreement to enable future purchases, sales, or exchanges of Power and other products and services between the Parties.

2. **UNDERLYING PROVISIONS**

Unless otherwise specified in this Agreement, all provisions required to perform either Party's obligations under this Agreement shall be as described in the Western Systems Power Pool (WSPP) Agreement, attached hereto as Exhibit C.

3. **DEFINITIONS**

- (a) "Excess Federal Power" means excess Federal power as defined in section 508 of Public Law 104-46.
- (b) "Power" means Excess Federal Power or firm or nonfirm Surplus Power (or both) made available by BPA, and firm or nonfirm capacity or energy or both made available by APMI.
- (c) "Surplus Power" means surplus peaking capacity, or surplus energy or both, as defined in sections 5(f) and 9(c) of Public Law 96-501, and sections 1(c) and 1(d) of Public Law 88-552.

4. REVISION OF EXHIBITS; INTERPRETATION

(a) **Revision of Exhibit A**

The Wholesale Power Rate Schedules and General Rate Schedule Provisions included in Exhibit A shall be replaced by successor Wholesale Power Rate Schedules and General Rate Schedule Provisions established in accordance with the provisions of section 7(i) of the Northwest Power Act and Federal Energy Regulatory Commission rules.

(b) **Revision of Exhibit B**

BPA shall revise and replace Exhibit B in accordance with the provisions contained in Exhibit B.

(c) **Revision of Exhibit C**

Exhibit C shall be revised unilaterally by BPA to include all future WSPP amendments and revisions, unless a Party notifies the other Party in writing that all or a portion of an amendment or revision is unacceptable within 30 days of its effective date. If either Party finds such future amendments and revisions unacceptable, then such amendments or revisions shall not be included in Exhibit C of this Agreement.

(d) **Interpretation**

In the event of a conflict between the terms of any Exhibit and the terms of the body of this Agreement, the terms of the body of this Agreement shall prevail.

5. RESALE PROVISIONS

(a) Resale by APMI of Surplus Power sold by BPA under this Agreement shall, to the extent required by law, comply with the requirements of Section 5(a) of the Bonneville Project Act, as amended (16 U.S.C. section 832). This provision shall not apply to sales of Excess Federal Power. BPA will identify in each Confirmation Agreement that the Power it sells to APMI is either: (1) Surplus Power; or (2) Excess Federal Power.

(b) APMI may purchase any Surplus Power under this Agreement only pursuant to section 5(a) of this Agreement. In the event that BPA discovers that APMI violated this section 5 in the course of its performance pursuant to a Confirmation Agreement, such Confirmation Agreement shall be immediately terminated; *provided, however*, any and all liabilities incurred prior to such termination shall remain until satisfied.

6. POWER SCHEDULING PROVISIONS

All power transactions under this Agreement shall be scheduled and implemented in accordance with the Scheduling Provisions in Exhibit B. The procedures for scheduling described in Exhibit B are the standard utility procedures followed by BPA for power transactions between BPA and other utilities or entities that require scheduling.

7. TERMINATION PROVISIONS

Each Party shall have the right to terminate this Agreement upon 30 calendar days' written notice to the other Party; *provided, however*, that if any Confirmation Agreement between the Parties remains in effect after the termination date of this Agreement and incorporates by reference, individually or generally, provisions of this Agreement, such provisions shall survive the termination of this Agreement and be binding on the Parties until after the termination of the last such agreement.

8. APPLICABLE LAW

All transactions under this Agreement shall be subject to Federal law governing the sale, exchange, or other disposition of Power and other services, including but not limited to, Public Law 75-329 (the Bonneville Project Act, as amended, 16 U.S.C. 832 et seq.), Public Law 88-552 (the Pacific Northwest Preference Act of August 31, 1964, as amended, 16 U.S.C. 837 et seq.), Public Law 93-454 (the Federal Columbia River Transmission System Act, as amended, 16 U.S.C. 838(a) et seq.), Public Law 96-501 (Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. 839 et seq.), and Section 508 of Public Law 104-46 (codified at 16 U.S.C.A. 832m (West Cum. Ann. Pock. Pt. 1996)).

All sales of Surplus Power for use outside the Pacific Northwest under this agreement are subject to the provisions of Public Law 88-552 and section 9(c) of Public Law 96-501, and the Parties hereby acknowledge their respective responsibilities thereunder. Pursuant to Public Law 88-552, BPA shall have the right to curtail a portion of, or terminate all of: (a) the capacity associated with a surplus firm peaking capacity sale on 60 months' written notice; or (b) the energy associated with a surplus energy sale on a 60-day written notice specifying the amounts and duration of the curtailment or termination, if such capacity and/or energy is needed to meet the capacity and/or energy requirements in the Pacific Northwest. Such curtailments to APMI shall be limited to the amounts and duration necessary to cover BPA's projected Pacific Northwest needs. The sale of capacity and/or energy to APMI under this Agreement shall continue in months during which such capacity and/or energy is not needed, as determined by BPA, in the Pacific Northwest.

9. NOTICES

Either Party may change the address for notices by giving notice of such change in accordance with this section.

BPA representative for Power transactions:

Bonneville Power Administration
P.O. Box 3621
905 NE. 11th Avenue
Portland, OR 97232
Attn: Mark Miller – PT-5
Account Executive

Phone: 503-230-4003
FAX: 503-230-3681

with a copy to: Bonneville Power Administration
P.O. Box 3621
905 NE. 11th Avenue
Portland, OR 97208-3621
Attn: Vice President, Bulk Marketing and Transmission Services -
PT-5
Phone: 503-230-3295
FAX: 503-230-3681

APMI representative for Power transactions:

Alcoa Power Marketing, Inc.
Sherry Meacom, Contract Administrator
1200 Riverview Tower
900 S Gay Street
Knoxville, TN 37902
Phone: 865-594-4917
FAX: 865-594-4754

10. ENTIRE AGREEMENT

This Agreement, including all provisions, exhibits, and documents incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or agreements, either written or oral, which purport to describe or embody the subject matter of this Agreement.

11. SIGNATURES

The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

ALCOA POWER MARKETING, INC.

**UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration**

By /S/ JAMES C. NIXON

By /S/ MARK E. MILLER

Name James C. Nixon
(Print/Type)

Name MARK E. MILLER

Title President

Title Account Executive

Date September 27, 2006

Date September 26, 2006

Exhibit B
BPA POWER BUSINESS LINE SCHEDULING PROVISIONS

1. PURPOSE OF THIS EXHIBIT

Unless otherwise specified in this Exhibit B, all transactions shall be scheduled in accordance with the Western Electricity Coordinating Council (WECC) and the North American Electric Reliability Council (NERC). The purpose of this exhibit is to identify power scheduling requirements and coordination procedures necessary for the delivery of electric power products bought or sold under this Agreement. All provisions apply equally to all BPAP Counter Parties (as defined in section 2 below) and their authorized scheduling agents. Transmission scheduling arrangements are provided under separate agreements/provisions with the designated transmission provider.

2. DEFINITIONS

- (a) **After the Fact:** The process of reconciling all transactions, Schedules, and accounts after they have occurred.
- (b) **APOD:** Alternate Point Of Delivery. Any point other than the POD specified in a Confirmation Agreement or other contract to which this Exhibit B applies.
- (c) **BPAP:** Bonneville Power Administration Power Business Line.
- (d) **BPAP Counter Party:** A PSE (Purchasing Selling Entity, as defined by NERC) that has contracted to purchase from BPAP or sell to BPAP electric power products.
- (e) **COB:** California-Oregon Border or COI (California-Oregon Intertie). Consists of the Pacific AC Intertie (PACI or Malin) and 3rd AC Intertie (3A or Captain Jack) transmission lines to California. N to S indicates that the energy is flowing on the transmission path North to South. S to N indicates energy is flowing on the transmission path South to North.
- (f) **NOB:** Nevada-Oregon Border. Consists of the Pacific DC Intertie (PDCI or Celilo) transmission line to California. N to S indicates that the energy is flowing on the transmission path North to South. S to N indicates energy is flowing on the transmission path South to North.
- (g) **POD:** Point of Delivery, as defined by NERC.
- (h) **Preschedule Day:** Preschedule Day is in accordance with WECC practice and variations are identified in the WECC calendar to allow for Holidays, WECC meetings, etc.

- (i) **Prescheduling:** The process (verbally and in writing) of establishing and balancing (checking out) schedules on the Preschedule Day.
- (j) **Real-Time Scheduling:** Any new or modified Transaction that occurs after prescheduling is completed.
- (k) **Schedule:** The planned Transaction approved and accepted by all counterparties and Control Areas involved in the Transaction.

3. COORDINATION: GENERAL, CONTROL AREA, PRESCHEDULE, REAL-TIME, AND AFTER-THE-FACT REQUIREMENTS

(a) General Requirements

- (1) BPAP shall have the right to revise and replace this Exhibit B: (1) in the event that scheduling procedures are changed due to agreement among scheduling parties in the WECC; (2) to comply with rules or orders issued by the Federal Energy Regulatory Commission (FERC) or NERC, or (3) to implement changes reasonably necessary for BPAP to administer its power scheduling function in a more efficient manner.
- (2) BPAP and each BPAP Counter Party must have necessary staff available during both parties' Prescheduling, Real-Time Scheduling, and After the Fact check out processes, including the completion of the NERC Etag.
- (3) All transactions shall be stated in the Pacific Prevailing Time (PT), beginning with the 0100 hour ending.
- (4) BPAP and each BPAP Counter Party shall notify each other of changes to telephone or fax numbers of key personnel (for Prescheduling, Real-Time Scheduling, After the Fact, or scheduling agents, etc.).

(b) Prescheduling Requirements

(1) Information Required For Any Preschedule

- (A) When the NERC Tag is prepared, the BPAP Counter Party purchasing from BPAP shall use commercially reasonable efforts to ensure the BPAP Confirmation Agreement contract number is included within the generation/load segment, in the XML "Contract Number" element of the Etag.
- (B) Transactions to or from COB must identify the use of either Malin or Captain Jack.

(2) **Preschedule Coordination**

Final hourly Schedules must be submitted by each BPAP Counter Party to BPAP for the next day(s) transactions by 1100 PT of each Preschedule Day, unless otherwise agreed. After 1100 PT Preschedules can be accepted if mutually agreed to by BPAP and the BPAP Counter Party, and the Preschedules are accepted by the transmission provider(s).

(c) **Real-Time Scheduling Requirements**

- (1) BPAP Counter Parties may not make real-time changes to the schedules unless such changes are allowed under specific Confirmation Agreements or other contracts to which this Exhibit B applies, and by mutual agreement.
- (2) If real-time changes to the schedule become necessary and are allowable as described in section 3(c)(1) above, the requesting BPAP Counter Party must submit requests for such changes no later than specified in the contract or BPAP Confirmation Agreement. Emergency schedule changes (including mid-hour changes) will be handled in accordance with WECC procedures.
- (3) Multi-hour changes to the schedule shall specify an "hour beginning" and an "hour ending" and shall not be stated as "until further notice."

(d) **After the Fact Reconciliation Requirements**

Each BPAP Counter Party agrees to reconcile all transactions, Schedules, and accounts following the end of each month (within the first 10 calendar days of the next month).



Department of Energy
Bonneville Power Administration
Power Business Line

CONFIRMATION AGREEMENT

Alcoa Power Marketing LLC

From: Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

To: ~~Alcoa Power Marketing Inc~~ *ES*
Fax: 865-594-4754

BPA Preschedule: 503-230-3313
BPA Real Time: 503-230-3341

BPA Contract: 07PB-2845B
Trade Date: 12/07/2006

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing Inc (~~APMI~~) Transactions hereunder are in accordance with Agreement 06PB-11797.
~~Alcoa Power Marketing Inc~~ *ES*

Buyer: ~~APMI~~ *APMC* *ES*
Seller: BPA

Broker: None
Holiday: NERC

BPA Trader: Brenda Anderson
Phone: 503-230-5010

Product: Surplus Firm
Product Description: Transmission Losses

APMI Trader: Erik Serio

Point of Delivery: Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.

Start Date:	End Date:	Energy Price \$/MWh:	Amount (MWh/hr):	Total MWh:	Revenue /Cost:
01/01/2007	12/31/2007	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

BPA Power Services will charge customers an energy price based on the simple monthly average of Dow Jones Mid-Columbia Electricity Price Index, Firm On Peak (excludes Sundays and NERC holidays) plus 15%. BPA Power Services will provide a monthly average price to BPA Transmission Services upon availability of the prices from Dow Jones for the month.

No Scheduling is necessary for this transaction.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463.

AGREED AND ACCEPTED Alcoa Power Marketing LLC

Bonneville Power Administration

Alcoa Power Marketing, Inc *ES*

[Signature]
William D. Lamb
Acting Trading Floor Manager

[Signature]
Print Name: James C. Nixon
Title: President Date: 12/8/06

Date: 12/07/06



Department of Energy
Bonneville Power Administration
Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
P.O. Box 9621
Portland, OR 97208-3021

To: Alcoa Power Marketing, Inc.
Fax: 865-594-4754

BPA Preschedule: 503-230-3313
BPA Deal Time: 503-230-3341

BPA Contract: 06PB-28387
Trade Date: 09/28/2006

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing, Inc. (APMI). Transactions hereunder are in accordance with Agreement 06PB-11797.

Buyer:	Alcoa Power Marketing, Inc.	Broker:	None
Seller:	Bonneville Power Administration	Holiday:	NERC
BPA Trader:	Brenda Anderson		
Phone:	503-230-3610	Product:	Surplus Firm
APMI Trader:	Eric Sene	Product Description:	Power TX Loss
Point of Delivery:	Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.		

Start Date	End Date	Energy Price \$/MWh	Amount (MWh / hr)	Total MWh	Revenue / Cost
10/01/2006	12/31/2006	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

BPA Power Business Line (PBL) will charge customers an energy price based on the simple monthly average of Dow Jones Mid-Columbia Electricity Price Index, Firm On-Peak (excludes Sundays and NERC holidays) plus 15%. PBL will provide a monthly average price to BPA Transmission Business Line (TBL) upon availability of the prices from Dow Jones for the month.

No scheduling is required for this transaction.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to 374 500 7000.

AGREED AND ACCEPTED

Bonneville Power Administration

Alcoa Power Marketing, Inc.

William D. Lamb
William D. Lamb

James C. Nixon
Print Name: James C. Nixon

Acting Trading Floor Manager

Title: President

Date:

Date: 9/29/06

September 29, 2006

B O N N E V I L L E
P O W E R A D M I N I S T R A T I O N





Department of Energy
Bonneville Power Administration
Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
P O Box 3621
Portland, OR 97208-3621

To: Alcoa Power Marketing LLC
Fax: 215-659-0474 865-594-4754

BPA Preschedule: 503-230-3813
BPA Real Time: 503-230-3341

BPA Contract: 08PB-28866
Trade Date: 12/05/2007

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing LLC (APMC). Transactions hereunder are in accordance with Agreement 08PB-11797.

Buyer: APMC Broker: None
Seller: BPA Holiday: NERC
BPA Trader: Brenda Anderson Product: Surplus Firm
Phone: 503-230-5610 Product Description: Transmission Losses
APMC Trader: Jason Buck
Point of Delivery: Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.

Start Date:	End Date:	Energy Price \$/MWh:	Amount (MWh/hr):	Total MWh:	Revenue /Cost:
01/01/2008	12/31/2008	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

BPA Power Services will charge customers an energy price based on the simple monthly average of Dow Jones Mid-Columbia Electricity Price Index, Firm On Peak (excludes Sundays and NERC holidays) plus 15%. BPA Power Services will provide a monthly average price to BPA Transmission Services upon availability of the prices from Dow Jones for the month.

No Scheduling is necessary for this transaction.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463.

AGREED AND ACCEPTED

Bonneville Power Administration

Alcoa Power Marketing LLC

William D. Lamb
Trading Floor Manager

Print Name: James C. Nixon
Title: President Date: 12/11/07

Date: 12/05/07



Department of Energy
 Bonneville Power Administration
 Power Business Line
CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97208-3621

To: Alcoa Power Marketing LLC
Fax: 215-359-0474

BPA Preschedule: 503-230-3813
BPA Real Time: 503-230-3341

BPA Contract: 08PB-28866
Trade Date: 12/05/2007

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing LLC (APMC). Transactions hereunder are in accordance with Agreement 06PB-11797

Buyer: APMC
Seller: BPA
BPA Trader: Brenda Anderson
Phone: 503-230-5610
APMC Trader: Jason Buck
Point of Delivery: Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.

Broker: None
Holiday: NERC
Product: Surplus Firm
Product Description: Transmission Losses

Start Date:	End Date:	Energy Price \$/MWh:	Amount (MWh/hr):	Total MWh:	Revenue /Cost:
01/01/2008	12/31/2008	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

BPA Power Services will charge customers an energy price based on the simple monthly average of Dow Jones Mid-Columbia Electricity Price Index, Firm On Peak (excludes Sundays and NERC holidays) plus 15%. BPA Power Services will provide a monthly average price to BPA Transmission Services upon availability of the prices from Dow Jones for the month.

No Scheduling is necessary for this transaction.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463.

AGREED AND ACCEPTED

Bonneville Power Administration

Alcoa Power Marketing LLC


 William D. Lamb
 Trading Floor Manager

Date: 12/05/07

Print Name:

Title:

Date:



Department of Energy
 Bonneville Power Administration
 Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97208-3621

To: Alcoa Power Marketing LLC
 Fax: 215-359-0474

BPA Preschedule: 503-230-3813
 BPA Real Time: 503-230-3341

BPA Contract: 09PB-29435
 Trade Date: 12/10/2008

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing LLC (APMLLC). Transactions hereunder are in accordance with Agreement 06PB-11797.

Buyer: APMLLC
 Seller: BPA
 BPA Trader: Nga (Dan) Le
 Phone: 503-230-3144
 APMLLC Trader: Jason Buck
 Point of Delivery: Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.

Broker: None
 Holiday: NERC
 Product: Surplus Firm
 Product Description: Transmission Losses

Start Date:	End Date:	Energy Price \$/MWh:	Amount (MWh/hr):	Total MWh:	Revenue /Cost:
01/01/2009	03/31/2009	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

BPA Power Services will charge customers an energy price based on the simple monthly average of Dow Jones Mid-Columbia Electricity Price Index, Firm On Peak (excludes Sundays and NERC holidays) plus 15%. BPA Power Services will provide a monthly average price to BPA Transmission Services upon availability of the prices from Dow Jones for the month.

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AGREED AND ACCEPTED

Bonneville Power Administration:

Alcoa Power Marketing LLC

William D. Lamb
 Trading Floor Manager

Date: 12/10/08

Print Name:

Title

Date:



Department of Energy
 Bonneville Power Administration
 Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97208-3621

To: Alcoa Power Marketing LLC
 Fax: 215-359-0474

BPA Preschedule: 503-230-3813
 BPA Real Time: 503-230-3341

BPA Contract: 09PB-29489
 Trade Date: 02/24/2009

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Alcoa Power Marketing LLC (APMLLC). Transactions hereunder are in accordance with Agreement 06PB-11797.

Buyer: APMLLC
 Seller: BPA
 BPA Trader: Nga (Dan) Le
 Phone: 503-230-3144
 APMLLC Trader: Jason Buck
 Point of Delivery: Where the Federal generating system interconnects with BPA's transmission network. Customer will provide transmission from the Federal generating system.

Broker: None
 Holiday: NERC
 Product: Surplus Firm
 Product Description: Transmission Losses

Start Date:	End Date:	Energy Price \$/MWh:	Amount (MWh/hr):	Total MWh:	Revenue /Cost:
04/01/2009	05/31/2009	See Additional Provisions	Varies	Varies	Varies

Additional Provisions:

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AGREED AND ACCEPTED

Bonneville Power Administration

Alcoa Power Marketing LLC

William D. Lamb
 Trading Floor Manager

Date: 02/24/09

Print Name:

Title:

Date:

MAR 19 2009

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FUTURE PURCHASES, SALES AND EXCHANGES
OF POWER AND OTHER SERVICES**
executed by the
BONNEVILLE POWER ADMINISTRATION
and
HINSON POWER COMPANY, LLC

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The Parties agree as follows:

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2. **UNDERLYING PROVISIONS**

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3. **DEFINITIONS**

- (a) "Excess Federal Power" means excess Federal power as defined in section 508 of Public Law 104-46.
- (b) "Power" means Excess Federal Power or firm or nonfirm Surplus Power (or both) made available by BPA, and firm or nonfirm capacity or energy or both made available by Customer.
- (c) "Surplus Power" means surplus peaking capacity, or surplus energy or both, as defined in sections 5(f) and 9(c) of Public Law 96-501, and sections 1(c) and 1(d) of Public Law 88-552.

4. REVISION OF EXHIBITS; INTERPRETATION

(a) **Revision of Exhibit A**

The Wholesale Power Rate Schedules and General Rate Schedule Provisions included in Exhibit A shall be replaced by successor Wholesale Power Rate Schedules and General Rate Schedule Provisions established in accordance with the provisions of section 7(i) of the Northwest Power Act and Federal Energy Regulatory Commission rules.

(b) **Revision of Exhibit B**

BPA shall revise and replace Exhibit B in accordance with the provisions contained in Exhibit B.

(c) **Revision of Exhibit C**

Exhibit C shall be revised unilaterally by BPA to include all future WSPP amendments and revisions, unless a Party notifies the other Party in writing that all or a portion of an amendment or revision is unacceptable within 30 days of its effective date. If either Party finds such future amendments and revisions unacceptable, then such amendments or revisions shall not be included in Exhibit C of this Agreement.

(d) **Interpretation**

In the event of a conflict between the terms of any Exhibit and the terms of the body of this Agreement, the terms of the body of this Agreement shall prevail.

5. RESALE PROVISIONS

(a) Resale by Customer of Surplus Power sold by BPA under this Agreement shall, to the extent required by law, comply with the requirements of Section 5(a) of the Bonneville Project Act, as amended (16 U.S.C. section 832). This provision shall not apply to sales of Excess Federal Power. BPA will identify in each Confirmation Agreement that the Power it sells to the Customer is either: (1) Surplus Power, or (2) Excess Federal Power.

(b) Customer may purchase any Surplus Power under this Agreement only pursuant to section 5(a) of this Agreement. In the event that BPA discovers that Customer violated this section 5 in the course of its performance pursuant to a Confirmation Agreement, such Confirmation Agreement shall be immediately terminated; *provided, however,* any and all liabilities incurred prior to such termination shall remain until satisfied.

6. POWER SCHEDULING PROVISIONS

All power transactions under this Agreement shall be scheduled and implemented in accordance with the Scheduling Provisions in Exhibit B. The procedures for scheduling described in Exhibit B are the standard utility procedures followed by BPA for power transactions between BPA and other utilities or entities that require scheduling.

7. TERMINATION PROVISIONS

Each Party shall have the right to terminate this Agreement upon 30 calendar days' written notice to the other Party; *provided, however*, that if any Confirmation Agreement between the Parties remains in effect after the termination date of this Agreement and incorporates by reference, individually or generally, provisions of this Agreement, such provisions shall survive the termination of this Agreement and be binding on the Parties until after the termination of the last such agreement.

8. APPLICABLE LAW

All transactions under this Agreement shall be subject to Federal law governing the sale, exchange, or other disposition of Power and other services, including but not limited to, Public Law 75-329 (the Bonneville Project Act, as amended, 16 U.S.C. 832 et seq.), Public Law 88-552 (the Pacific Northwest Preference Act of August 31, 1964, as amended, 16 U.S.C. 837 et seq.), Public Law 93-454 (the Federal Columbia River Transmission System Act, as amended, 16 U.S.C. 838(a) et seq.), Public Law 96-501 (Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. 839 et seq.), and Section 508 of Public Law 104-46 (codified at 16 U.S.C.A. 832m (West Cum. Ann. Pock. Pt. 1996)).

All sales of Surplus Power for use outside the Pacific Northwest under this agreement are subject to the provisions of Public Law 88-552 and section 9(c) of Public Law 96-501, and the Parties hereby acknowledge their respective responsibilities thereunder. Pursuant to Public Law 88-552, BPA shall have the right to curtail a portion of, or terminate all of: (a) the capacity associated with a surplus firm peaking capacity sale on 60 months' written notice; or (b) the energy associated with a surplus energy sale on a 60-day written notice specifying the amounts and duration of the curtailment or termination, if such capacity and/or energy is needed to meet the capacity and/or energy requirements in the Pacific Northwest. Such curtailments to Customer shall be limited to the amounts and duration necessary to cover BPA's projected Pacific Northwest needs. The sale of capacity and/or energy to Customer under this Agreement shall continue in months during which such capacity and/or energy is not needed, as determined by BPA, in the Pacific Northwest.

9. NOTICES

Either Party may change the address for notices by giving notice of such change in accordance with this section.

BPA representative for Power transactions:

Bonneville Power Administration
P.O. Box 3621
905 NE. 11th Avenue
Portland, OR 97232
Attn: John Wellschlager - PTL-5
Account Executive
Phone: 503-230-5944
FAX: 503-230-3681

with a copy to: Bonneville Power Administration
P.O. Box 3621
905 NE. 11th Avenue
Portland, OR 97208-3621
Attn: Vice President, Bulk Marketing - PT-5
Phone: 503-230-3295
FAX: 503-230-3681

Customer representative for Power transactions:

Hinson Power Company, LLC
c/o Glencore Ltd.
Mr. Matt Lucke
301 Tresser Boulevard
Stamford, CT 06901
Phone: 203-328-2463
FAX: 203-353-2765

10. ENTIRE AGREEMENT

This Agreement, including all provisions, exhibits, and documents incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or agreements, either written or oral, which purport to describe or embody the subject matter of this Agreement.

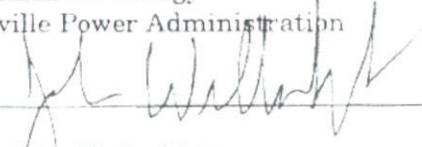
11. SIGNATURES

The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

HINSON POWER COMPANY, LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By 
Name DAVID PORTER
(Print/Type)
AUTHORIZED SIGNATORY
Title _____
Date 5/28/08

By 
Name John Wellschlager
(Print/Type)
Title Account Executive
Date 5/12/08

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Exhibit B
BPA POWER SERVICES SCHEDULING PROVISIONS

1. PURPOSE OF THIS EXHIBIT

Unless otherwise specified in this Exhibit B, all transactions shall be scheduled in accordance with the Western Electricity Coordinating Council (WECC) and the North American Electric Reliability Council (NERC). The purpose of this exhibit is to identify power scheduling requirements and coordination procedures necessary for the delivery of electric power products bought or sold under this Agreement. All provisions apply equally to all BPAP Counter Parties (as defined in section 2 below) and their authorized scheduling agents. Transmission scheduling arrangements are provided under separate agreements/provisions with the designated transmission provider.

2. DEFINITIONS

- (a) **After the Fact:** The process of reconciling all transactions, Schedules, and accounts after they have occurred.
- (b) **APOD:** Alternate Point Of Delivery. Any point other than the POD specified in a Confirmation Agreement or other contract to which this Exhibit B applies.
- (c) **BPAP:** Bonneville Power Administration Power Services.
- (d) **BPAP Counter Party:** A PSE (Purchasing Selling Entity, as defined by NERC) that has contracted to purchase from BPAP or sell to BPAP electric power products.
- (e) **COB:** California-Oregon Border or COI (California-Oregon Intertie). Consists of the Pacific AC Intertie (PACI or Malin) and 3rd AC Intertie (3A or Captain Jack) transmission lines to California. N to S indicates that the energy is flowing on the transmission path North to South. S to N indicates energy is flowing on the transmission path South to North.
- (f) **NOB:** Nevada-Oregon Border. Consists of the Pacific DC Intertie (PDCl or Celilo) transmission line to California. N to S indicates that the energy is flowing on the transmission path North to South. S to N indicates energy is flowing on the transmission path South to North.
- (g) **POD:** Point of Delivery, as defined by NERC.
- (h) **Preschedule Day:** Preschedule Day is in accordance with WECC practice and variations are identified in the WECC calendar to allow for Holidays, WECC meetings, etc.

- (i) **Prescheduling:** The process (verbally and in writing) of establishing and balancing (checking out) schedules on the Preschedule Day.
- (j) **Real-Time Scheduling:** Any new or modified Transaction that occurs after prescheduling is completed.
- (k) **Schedule:** The planned Transaction approved and accepted by all counterparties and Control Areas involved in the Transaction.

3. COORDINATION: GENERAL, CONTROL AREA, PRESCHEDULE, REAL-TIME, AND AFTER-THE-FACT REQUIREMENTS

(a) General Requirements

- (1) BPAP shall have the right to revise and replace this Exhibit B: (1) in the event that scheduling procedures are changed due to agreement among scheduling parties in the WECC; (2) to comply with rules or orders issued by the Federal Energy Regulatory Commission (FERC) or NERC, or (3) to implement changes reasonably necessary for BPAP to administer its power scheduling function in a more efficient manner.
- (2) BPAP and each BPAP Counter Party must have necessary staff available during both parties' Prescheduling, Real-Time Scheduling, and After the Fact check out processes, including the completion of the NERC Etag.
- (3) All transactions shall be stated in the Pacific Prevailing Time (PPT), beginning with the 0100 hour ending.
- (4) BPAP and each BPAP Counter Party shall notify each other of changes to telephone or fax numbers of key personnel (for Prescheduling, Real-Time Scheduling, After the Fact, or scheduling agents, etc.).

(b) Prescheduling Requirements

(1) Information Required For Any Preschedule

- (A) When the NERC Tag is prepared, the BPAP Counter Party purchasing from BPAP shall use commercially reasonable efforts to ensure the BPAP Confirmation Agreement contract number is included within the generation/load segment, in the XML "Contract Number" element of the Etag.
- (B) Transactions to or from COB must identify the use of either Malin or Captain Jack.

(2) **Preschedule Coordination**

Final hourly Schedules must be submitted by each BPAP Counter Party to BPAP for the next day(s) transactions by 1100 PT of each Preschedule Day, unless otherwise agreed. After 1100 PT Preschedules can be accepted if mutually agreed to by BPAP and the BPAP Counter Party, and the Preschedules are accepted by the transmission provider(s).

(c) **Real-Time Scheduling Requirements**

- (1) BPAP Counter Parties may not make real-time changes to the schedules unless such changes are allowed under specific Confirmation Agreements or other contracts to which this Exhibit B applies, and by mutual agreement.
- (2) If real-time changes to the schedule become necessary and are allowable as described in section 3(c)(1) above, the requesting BPAP Counter Party must submit requests for such changes no later than specified in the contract or BPAP Confirmation Agreement. Emergency schedule changes (including mid-hour changes) will be handled in accordance with WECC procedures.
- (4) Multi-hour changes to the schedule shall specify an "hour beginning" and an "hour ending" and shall not be stated as "until further notice."

(d) **After the Fact Reconciliation Requirements**

Each BPAP Counter Party agrees to reconcile all transactions, Schedules, and accounts following the end of each month (within the first 10 calendar days of the next month).

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Department of Energy
Bonneville Power Administration
Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
P O Box 3621
Portland, OR 97208-3621

To: Hinson Power Co. Inc.
Fax: 203-353-2765

BPA Preschedule: 503-230-3813
BPA Real Time: 503-230-3341

BPA Contract: 10PB-20155
Trade Date: 02/22/2010

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Hinson Power Co. Inc. (HPCO). Transactions hereunder are in accordance with Agreement 08PB-11937.

Buyer: BPA ✓
Seller: HPCO ✓
BPA Trader: Nga (Dan) Le ✓
Phone: 503-230-3144 ✓
HPCO Trader: Zach Mayer ✓
Point of Delivery: Mid Columbia ✓

Broker: TULLETT ✓
Holiday: NERC ✓
Product: Firm Power (WSPP Schedule C) ✓
Product Description: Energy ✓

Start Date	End Date	Demand Limit	Energy Price \$/MWh-	Hours	Amount (MWh / hr)	Total MWh	Revenue / Cost
03/01/2010 ✓	03/31/2010 ✓	25 ✓	\$ 37.50 ✓	LLH ✓	25 ✓	7,775 ✓	\$291,562.50 ✓
Transaction Total						7,775	\$291,562.50

All energy will be shown in Pacific Prevailing Time ✓
HLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays) ✓
LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sunday and NERC holidays. ✓
Flat is defined as HE 0100 - HE 2400.

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force. ✓

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. ✓

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463.

AGREED AND ACCEPTED

Bonneville Power Administration

Hinson Power Co. Inc.

Mark E. Miller
Trading Floor Manager

Print Name: Matt Lucke
Title: VP

Date: 2/22/10

Date: 2/26/10

MAR 2 2010



Department of Energy
 Bonneville Power Administration
 Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97208-3621

To: Hinson Power Co. Inc.
Fax: 203-353-2765

BPA Preschedule: 503-230-3813
BPA Real Time: 503-230-3341

BPA Contract: 10PB-20155
Trade Date: 02/22/2010

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Hinson Power Co. Inc. (HPCO). Transactions hereunder are in accordance with Agreement 08PB-11937.

Buyer: BPA
Seller: HPCO
BPA Trader: Nga (Dan) Le
Phone: 503-230-3144
HPCO Trader: Zach Mayer
Point of Delivery: Mid Columbia

Broker: TULLETT
Holiday: NERC
Product: Firm Power (WSPP Schedule C)
Product Description: Energy

Start Date	End Date	Demand Limit	Energy Price \$/MWh	Hours	Amount (MWh / hr)	Total MWh	Revenue / Cost
03/01/2010	03/31/2010	25	\$ 37.50	LLH	25	7,775	\$291,562.50
Transaction Total						7,775	\$291,562.50

All energy will be shown in Pacific Prevailing Time.
 HLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
 LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sunday and NERC holidays.
 Flat is defined as HE 0100 - HE 2400.

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force.

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AGREED AND ACCEPTED

Bonneville Power Administration

Hinson Power Co. Inc.

Mark E. Miller
 Trading Floor Manager

Date: 2/22/10

 Print Name: _____
 Title: _____ Date: _____



Department of Energy
 Bonneville Power Administration
 Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97208-3621

To: Hinson Power Co. Inc. ✓
 Fax: 203-353-2765 ✓

BPA Preschedule: 503-230-3813
 BPA Real Time: 503-230-3341

BPA Contract: 10PB-20172
 Trade Date: 02/25/2010 ✓

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Hinson Power Co. Inc. (HPCO). Transactions hereunder are in accordance with Agreement 08PB-11937.

Buyer: BPA ✓
 Seller: HPCO ✓
 BPA Trader: Nga (Dan) Le ✓
 Phone: 503-230-3144 ✓
 HPCO Trader: Zach Mayer ✓
 Point of Delivery: Mid Columbia ✓

Broker: TULPRE ✓
 Holiday: NERC ✓
 Product: Firm Power (WSPP Schedule C)
 Product Description: Energy ✓

Start Date	End Date	Demand Limit	Energy Price \$/MWh	Hour	Amount (MWh / hr)	Total MWh	Revenue / Cost
03/01/2010	03/31/2010	25 ✓	\$ 37.75 ✓	LLH ✓	25 ✓	7,775 ✓	\$293,506.25 ✓
Transaction Total						7,775	\$293,506.25

All energy will be shown in Pacific Prevailing Time.
 HLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
 LLHs are defined as HE 0100 - HE 0800, HE 2300 and HE 2400, Monday through Saturday and all day Sunday and NERC holidays.
 Flat is defined as HE 0100 - HE 2400.

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force. *OK*

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. ✓

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463. ✓

AGREED AND ACCEPTED

Bonneville Power Administration

Hinson Power Co. Inc.

Mark E. Miller

Matt Lucke

Mark E. Miller
 Trading Floor Manager

Print Name: Matt Lucke
 Title: VP Date: 2/26/10

Date: 2/25/10

MAR 2 2010



Department of Energy
 Bonneville Power Administration
 Power Business Line
 CONFIRMATION AGREEMENT

From: Bonneville Power Administration
 P O Box 3621
 Portland, OR 97206-3621
 BPA Preschedule: 503-230-3813
 BPA Real Time: 503-230-3341

To: Hinson Power Co. Inc
 Fax: 203-353-2765
 BPA Contract: 09PB-29585
 Trade Date: 05/21/2009

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Hinson Power Co. Inc (HPCO). Transactions hereunder are in accordance with Agreement 08PB-11937.

Buyer: BPA ✓
 Seller: HPCO ✓
 BPA Trader: Nga (Dan) Le ✓
 Phone: 503-230-3144 ✓
 HPCO Trader: Zach Mayer ✓
 Point of Delivery: Mid Columbia ✓

Broker: TULLETT ✓
 Holiday: NERC ✓
 Product: Firm Power (WSPP Schedule C) ✓
 Product Description: Energy ✓

Start Date	End Date	Demand Limit	Energy Price \$/MWh	Hours	Amount (MWh / hr)	Total MWh	Revenue / Cost
08/01/2009	08/31/2009	25 ✓	\$ 38.00 ✓	HLH ✓	25 ✓	10,400 ✓	\$395,200.00 ✓
Transaction Total						10,400	\$395,200.00

All energy will be shown in Pacific Prevailing Time.
 HLHs are defined as HE 0700 - HE 2200 Monday through Saturday (excludes Sundays and NERC holidays).
 LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sunday and NERC holidays.
 Flat is defined as HE 0100 - HE 2400.

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement.

We are pleased to have this agreed upon transaction. Please confirm the terms by signing and returning an executed copy of this Confirmation via fax to BPA 503-230-7463.

AGREED AND ACCEPTED

Bonneville Power Administration

Hinson Power Co. Inc.

Mark E. Miller
 Trading Floor Manager
 Date 5/21/09

Print Name: Matt Locke
 Title: VP
 Date 5/27/09

JUN 4 - 2009
 JUN 4 2009



Department of Energy
Bonneville Power Administration
Power Business Line

CONFIRMATION AGREEMENT

From: Bonneville Power Administration
P O Box 3621
Portland, OR 97208-3621

To: Hinson Power Co. Inc.
Fax: 203-353-2765

BPA Preschedule: 503-230-3813

BPA Contract: 09PB-29585

BPA Real Time: 503-230-3341

Trade Date: 05/21/2009

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Hinson Power Co. Inc. (HPCO). Transactions hereunder are in accordance with Agreement 08PB-11937.

Buyer: BPA
Seller: HPCO
BPA Trader: Nga (Dan) Le
Phone: 503-230-3144
HPCO Trader: Zach Mayer
Point of Delivery: Mid Columbia

Broker: TULLETT
Holiday: NERC
Product: Firm Power (WSPP Schedule C)
Product Description: Energy

Start Date	End Date	Demand Limit	Energy Price \$/MWh	Hours	Amount (MWh / hr)	Total MWh	Revenue / Cost
08/01/2009	08/31/2009	25	\$ 38.00	HLH	25	10,400	\$395,200.00
Transaction Total						10,400	\$395,200.00

All energy will be shown in Pacific Prevailing Time
HLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sunday and NERC holidays.
Flat is defined as HE 0100 - HE 2400

Pursuant to the WSPP, this transaction shall be prescheduled. The preschedule day is defined by the Western Electricity Coordinating Council's Preschedule Calendar. Energy shall be prescheduled, identifying source and sink, by 1100 on the preschedule day or as mutually agreed. Real Time modifications will not be allowed except by mutual agreement or due to an uncontrollable force

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AGREED AND ACCEPTED

Bonneville Power Administration

Hinson Power Co. Inc.


Mark E. Miller
Trading Floor Manager

Date: 5/21/09

Print Name

Title:

Date:

JUN 4 2009